

LABOR AGREEMENT

BETWEEN

THE GREAT RIVER REGIONAL WASTE AUTHORITY

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
COUNCIL 61
AFL-CIO, LOCAL 2989**

JULY 1, 2005 THROUGH JUNE 30, 2007

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Article 1: Recognition

The GRRWA hereby recognizes the Union as the exclusive bargaining representative for all employees of the GRRWA, as certified by the Iowa Public Employment Relations Board, Case No. 4958

Included: All full-time and regular part-time employees in the following job classifications:
Scale Attendant/Clerk I, Scale Attendant/Clerk II, Equipment Operator I,
Equipment Operator II and Recycling Processor.

Excluded: Supervisors (Transfer Station Supervisor, Landfill Supervisor, Waste Diversion Supervisor), confidential employees, Business Manager, Marketing Representative, and all others excluded by Section 4 of the Public Employment Relations Act.

The Employer shall notify the Union prior to adding or deleting job classifications. If the parties are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions or deletions to the Iowa Public Employment Relations Board for final resolution.

Upon request, the Employer will provide the Union with a list, or computer disk or tape of the bargaining unit employees, their job classifications and rate of pay.

Article 2: Dues and Assessments Check-off

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the Employer agrees to deduct Union dues and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the employer by the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or filed against the Employer as a result of any action taken by the Employer in compliance with the provisions of this Article.

Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

Article 3: Bulletin Boards

The Union shall be allowed to use bulletin boards at each work section for the posting of official Union information to the employees in the Unit.

Article 4: Management Rights

Except as specifically modified by this Agreement, the GRRWA shall maintain, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend, or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public Employer.
- 8.. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public Employer by law.

Notwithstanding any other provisions of this Agreement, the GRRWA may take all actions necessary to comply with the Americans with Disabilities Act.

Article 5: No Strike-Out/No Lock-out

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has a right to take any other action pursuant to Chapter 20.12 of the Iowa Code.

No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

Article 6: Union-Management Relations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of GRRWA.

Agreements reached as a result of such negotiations shall become effective only when signed by authorized representatives of the parties.

Article 7: Procedures and Rules

The GRRWA may, from time to time, adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate Employer bulletin boards for a period of five (5) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules, or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

Article 8: Grievance Procedure

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee and/or the Union regarding the interpretation or application of an expressed provision of its Agreement shall be handled in accordance with the following procedure:

- Step 1. Informal: An employee may discuss a complaint or problem orally with the Supervisor within five (5) work days following its occurrence in an effort to resolve the problem in an informal manner.
- Step 2. Formal: Within ten (10) work days from the date the grievant first became aware of or should have become aware of the alleged violation the appropriate Union representative shall then file the written grievance to the Supervisor. The Union Representative and the Grievant shall meet with the Supervisor within five working days from the filing date to discuss

and attempt to resolve the grievance. The Supervisor shall respond in writing within five (5) work days.

- Step 3. Within ten (10) work days after the decision in Step 2, or if no timely decision has been made, the appropriate Union representative shall then file the written grievance to the Agency Director. The Union Representative and the Grievant shall meet with the Agency Director within five working days from the filing date to discuss and attempt to resolve the grievance. The Agency Director shall then respond in writing within fifteen (15) work days.
- Step 4. If not resolved, the grievance may be submitted to arbitration within fifteen (15) work days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Agency Director. Such notice shall specify the Section(s) of this Agreement alleged to have been violated. The parties shall promptly meet in an attempt to agree upon an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one arbitrator. Such selection shall be by agreement, if possible; otherwise by the parties alternately eliminating names from the list, with the first strike determined by a toss of the coin.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date ten (10) work days prior to the date the grievance was presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in the Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer on a non-precedential basis. If a grievance is not timely answered by the Employer, it may be filed at the next step.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from, or add to the provisions of the Agreement, nor to issue any decision in conflict with the laws of the State. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

The time limits in any step of the grievance and arbitration procedure may be extended on a specific basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then Employer shall be not required to process the claim or set of facts through this grievance.

Article 9: Seniority

The Employer shall prepare and post on bulletin boards a seniority list semi-annually. The list shall show each employee's name, classification, seniority date, and in the event of a tie, the seniority ranking will be based upon a coin toss. A copy of the seniority list shall be furnished to the Union at the time of posting.

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date if applicable). Full-time employees will have priority over part-time employees in the application of seniority.

Article 10: Layoffs

The Union recognizes the right of management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article.

A. *Layoff Procedure*

When a layoff occurs, the following shall apply:

Layoffs shall be by classification as set forth in the job specifications.

1. Non-regular employees such as inmate workers, JTPA, "Promise Jobs," and sheltered workshop workers will not operate heavy equipment such as the W.H.O. tub and Willibald MZA 2500 grinders, the automatic American Horizontal Bailer, the scraper, track loader, compactor, or similar heavy equipment. Such workers may be utilized to perform all non heavy equipment related duties, if no other Authority Employee is available to do the work. No regular employees who are on the payroll as of January 1, 1999 will be laid off anytime during which these non-regular workers are being utilized.
2. In addition, if a new program is started or an existing program is expanded, any regular employees hired to work in such new or expanded program shall, after completing one year of employment, be laid off only in accordance with paragraph "A-1" above.
3. Non-regular employees in the Office will not operate the scale or perform complex office duties but may perform all non-complex, routine office duties. Any one such office employee will not perform work as a non-regular employee for a period exceeding six months.

The Employer may not layoff regular full-time employees until they have laid off regular part-time employees.

The Union and each employee affected by a layoff shall be notified in writing at least ten (10) calendar days prior to the effective date of the layoff.

Employees shall be laid off in accordance with their seniority by classification. The least senior employees(s) in the affected classifications(s) shall be laid off first.

B. Bumping Rights.

An employee may, in lieu of layoff, elect bumping a less senior employee in the next lower classification, provided they possess the ability to perform the work. To exercise the right of bumping, in lieu of layoff, the employee must notify the Director, in writing, of such election which must be received no later than two (2) working days after receiving notice of layoff. They will be paid at the step, in the new lower pay range, which reflects their seniority date.

C. Recall

Any employee(s) laid off or who elect(s) to bump, in lieu of layoff, shall have the right of recall, by seniority, to the classification and status (full-time or part-time) they formerly occupied before any other person may be transferred to, or a new employee hired for, such opening. Upon bumping, an employee shall retain their current rate of pay except that if such rate of pay or higher than the highest rate currently paid for the classification into which the employee bumps, their pay shall be reduced to the top pay of the lower range.

Failure to accept a recall when offered by a certified letter mailed to the employee's last known address within five (5) calendar days after notice of recall shall negate any further recall rights.

Article 11: Transfers

The Employer shall post all job openings indicating the classification, minimum qualifications, location, and work schedule of the job. A period of five (5) work days from the date of posting shall be allowed for interested employees, including laid off employees, to file a written request to be considered for the opening.

The Employer shall give strong consideration to the most senior bargaining unit employee who has filed a written request and meets the minimum qualifications.

Employees shall serve a forty-five (45) calendar day trial period when transferring to a different classification. During the trial period, they will receive reasonable instructions as to the job duties and the operation of any equipment. If the employee fails to perform satisfactorily, the Employer may return them to their former job. Also, during the trial period, the employee may, with written notice to the Director, return to his prior job.

Article 12: Hours of Work

The normal workweek for employees shall consist of forty (40) hours per week, five (5) consecutive days and will not be changed from week to week to avoid overtime, but may include any days of the week. This provision shall not be construed as a guarantee by the Employer of any amount of work in a workweek or workday.

The normal workday for employees shall consist of eight (8) consecutive hours of work, including one-half (1/2) hour unpaid meal period to be taken when possible. The normal work schedule for an employee shall commence on a date to be set by the Employer. An employee shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last halves of the employee's scheduled workday.

It is understood and agreed that the normal workweek, the normal workday, and the normal work schedule set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee so long as any reductions shall begin with the least senior employee in any classification and proceed up and any extensions shall be offered to the most senior employee in any classification and proceed down the seniority list, with all senior employees being given the opportunity to turn down the extension and the least senior employee in a classification being required to accept the extension, (*this applies to the regular work schedule and not overtime*). An Employee shall be required to work as scheduled by the Employer. The Employer shall give as much advance notice as possible of any major change in work schedules, but not less than seven (7) days.

Article 13: Overtime

All overtime work, calculated in increments rounded to the nearest of one-quarter (1/4) hour or more, must be authorized and approved by the Employer and only time specified below shall be considered for the purpose of computing overtime pay. An employee shall be required to work such overtime as the Employer requires unless a valid excuse is provided.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation, or benefits be pyramided.

Overtime shall not be used to punish or reward employees.

All work in excess of regularly scheduled hours of work for an Employee for a day or week as described in Article 12 shall be considered overtime, except as may be modified herein. All overtime shall be compensated at a rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay to be paid in cash unless requested as compensatory time ("C" time) off by the employee. Such requests shall not be unreasonably denied. Requests for time off shall be made and approved or denied in the same manner as requests for vacation.

The following periods of time shall be regarded as time worked for the purposes of computing overtime pay: hours actually worked (excluding standby), rest breaks, recognized holidays, vacations, funeral leave, jury duty, voting time as provided by law, Employer approved training and conference time, and compensatory "C" time off.

Article 14: Call-Back Time

An employee who is called back to work, after having left work for the day, shall receive a minimum of two (2) hours pay at the regular straight time rate. The minimum does not apply when the call-back time is adjacent to the normal starting time.

Article 15: Jury Duty

Any full-time employee who is selected for jury duty or is called as a witness in matters arising from Authority employment shall receive regular pay for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Authority with the exception of meals and/or travel expenses incurred by the employee. If an employee is summoned as a witness or party in a proceeding not arising from Authority employment, the employee shall not be entitled to a leave with pay, but may use accrued vacation time to offset lost time.

Article 16: Probationary Period

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

A. Duration/Termination

1. The probationary period for newly hired personnel shall be one hundred eighty; (180) calendar days. For promotional appointments the probationary period shall be one hundred twenty (120) calendar days.
2. Probationary employees may be separated for any cause by the GRRWA during their probationary period without appeal. The GRRWA may discharge any such probationary employee without notice to the Union.

3. If action is not taken by the Employer to report to the probationary employee that he/she has not qualified for regular status before close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/his probationary period.
4. A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former or similar position and rate of pay.

B. Benefits/Leaves of Absence

Employees serving their initial probationary period shall be eligible for appropriate related benefits as follows:

1. Health and Medical Insurance

Employees shall be eligible to participate in insurance benefits at the normal level beginning upon the first of the month following thirty (30) days of employment.

2. Holidays

All probationary employees shall be eligible for all recognized holidays which occur during their respective probationary period in accordance with the terms of Article 22 of this Agreement.

3. Sick Leave and Vacation Leave

All probationary employees shall accrue sick and vacation leaves in accordance with the terms of Articles 20 and 21. However, no employee shall be allowed to use or be paid for accrued vacation or sick leave until and unless that employee has successfully completed his/her probationary period.

Article 17: Health and Safety

A. Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Additionally, mats will be provided for employees required to stand in one area for prolonged periods.

B. *Protective Clothing and Equipment*

The Employer shall furnish protective clothing and equipment that is required by federal and state regulations.

C. *Uniforms*

The Employer shall provide and maintain uniforms for employees who are required to wear them.

D. *Safety Shoes*

Where the employer requires employees to wear them, the Employer will reimburse employees for the purchase of safety shoes/boots up to \$75 per fiscal year. If the \$75 is not used the first fiscal year the \$75 can be carried over to the following fiscal year giving the employee \$150 every two fiscal years.

E. *Safety Glasses*

The Employer will provide safety goggles to any employee requiring protective eye wear.

F. *Training*

The Employer agrees to provide safety training to employees who are routinely exposed to hazards. Training will be done prior to the employee's initial assignment, whenever new chemicals or machinery are introduced, and annually thereafter. At a minimum, the training will include: the location and identification of toxic substances, protocols for on-the-job injuries such as, but not limited to, needle sticks.

Article 18: Wages and Longevity

A. *Wages*

All employees eligible for within-range step increases shall receive the increases in accordance with their eligibility date. The step increases shall be automatic.

Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A and Appendix B.

An employee temporarily assigned by the Employer to perform work of a higher classification for more than five (5) consecutive work days, will receive either one (1) step increase or the first step of the pay range to which temporarily assigned, whichever is greater, beginning with the sixth (6) day. Such assignments may include to a supervisory or lead worker capacity.

B. Longevity

Longevity pay shall be paid to all full-time employees of the Authority for stated periods of times as follows:

Any employee who has completed continuous service of five (5) years or more shall receive \$12.50 per month. After ten (10) years or more of continuous service the employee shall receive \$25.00 per month. This amount will be annualized and divided by 2080 hours and added to the paycheck of the affected employee commencing on the payroll which follows the payroll period during which the anniversary date occurred on which the employee completed the required years of continuous service. This longevity is a taxable income. FICA, Federal, Medicare, State, and IPERS withholding will all be taken out of this amount.

C. New Classifications

In the event the Authority establishes a new classification the Authority and Union will, prior to posting the opening, meet to discuss the appropriate wage rate for the new class. If an agreement is not reached the wage rate will be subject to negotiation and arbitration during negotiations for the next contract.

If the parties are unable to agree on a wage rate prior to the Employer posting the opening and the Employer imposes a salary not agreed to by the union, the parties agree that this imposed rate shall not be the starting point for discussion of the new wage rate during bargaining for the new contract.

Article 19: Health Insurance

The GRRWA agrees to continue to provide group health insurance benefits substantially equivalent to those in effect in June 30, 2005. The GRRWA further agrees to pay the full single premium and all but six percent (6%) per month of the family premium during the first year of the Agreement and all but seven percent (7%) beginning July 1, 2006 provided the employee pays the remaining six percent (6%) or seven percent (7%) per month toward the family premium.

Article 20: Leaves of Absence

A. Sick Leave

1. Eligibility:

All regular full-time employees who have completed their probationary period shall be eligible for paid sick leave

2. Accrual

Sick leave shall be accrued as follows: Sick leave shall be accrued for regular full-time employees at a rate of 4.62 hours for each 80 hour pay period paid and may accumulate up to a maximum of one hundred and thirty-five (135) days.

3. Usage

Sick leave shall be granted under the following circumstances

- a. Personal illness or physical incapacity not incurred in the line of duty. In the event of illness of a parent child or spouse requiring the attention of the employee either at home or in the hospital up to a maximum of twenty-four (24) hours per calendar year.
- b. Enforced quarantine of employee in accordance with community health regulations
- c. Medical, dental, and optical appointments which cannot be scheduled during non-work hours.

4. Administration

Sick leave shall be administered as follows:

- a. Requests for sick leave should be made with the employee's supervisor as close to regular starting time, but not later than fifteen (15) minutes of the opening time of the front office. Employees who fail to provide the notice noted above shall not receive any sick leave pay for that day.
- b. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- c. In individual cases, if there is sufficient reason to believe the employee may be abusing the sick leave privilege, the Employer may require an appropriate medical certificate for all future sick leave and the employee will be advised in writing that all future sick leave may be cause for disciplinary action, up to an including dismissal.

B. Funeral Leave

In the event of a death of an "immediate family member," spouse, parent, child, sibling or corresponding in-law or corresponding step-relations of the above or a grandparent or grandchild or any permanent member of the home of the employee, said employee will be granted leave with pay not exceed three (3) work days.

C. Personal Leave

Upon completion of the regular full-time employee's probationary period, the employee shall be granted one (1) day personal leave. After the first year anniversary date, the employee shall have three (3) personal days per year. Personal Days shall be awarded to all full-time employees having successfully completed their probationary period on July 1 of each year. The employee shall normally make requests for personal days off at least ten (10) days in advance, however, all requests for time off will be given fair consideration and not simply rejected for lack of the ten (10) days notice. Personal days may not be carried over to the next fiscal year and must be used by June 30 of the fiscal year in which they are awarded. Personal Days may be used to extend a vacation or holiday. Personal leave shall be taken in increments of one-half (1/2) to one (1) day. An employee shall not be paid for unused personal leave at the time of termination.

D. Union Leave

An employee, duly elected by the Union, shall be granted up to ten (10) work days off without pay during each fiscal year to serve as a delegate and to attend the annual convention of AFSCME Council #61, the AFSCME International, or the Iowa Federation of Labor convention. The ten (10) days off may be spread between one or more conferences or conventions and between one or more employees. The employer may require appropriate proof of the employee's attendance at the meeting and only one employee at any time may be off from work for these reasons.

Article 21: Vacation

Regular full-time employees shall be entitled to a paid vacation at their basic rate of pay on the following basis:

<u>Years of Continuous Service</u>	Vacation hours accrued for each eighty (80) hour pay period paid
Date of Hire to one (1) year anniversary	1.54
After two (2) years through five (5) years	3.08
After six (6) years through nine (9) years	4.62
After ten (10) years through nineteen (19) years	6.16
After twenty (20) years or more	7.70

No more than ten (10) working days per month may be taken for the purpose of vacation leave unless prior approval has been granted by the Authority Director. Upon completion of the probationary period, accrued vacation may be taken with the approval of you Supervisor. Vacation should be requested as far in advance as possible. Since scheduling problems may exist, it is best to submit a first and second choice of vacation as requested. The Supervisor may request that the employee choose an alternative vacation time. Carry over of vacation time shall be limited to double the employees normal vacation time.

Article 22: Holidays

The following shall be recognized as paid holidays:

New Year's Day	The first day in January
Good Friday	The Friday before Easter Sunday
Memorial Day	The last Monday in May
Independence Day	The fourth of July
Labor Day	The first Monday in September
Veteran's Day	The 11th of November
Thanksgiving Day	The 4th Thursday in November
Day After Thanksgiving	The Friday after Thanksgiving
Christmas Day	The 25th of December

In those cases where the holiday falls on a Saturday, it shall be observed the preceding Friday. Where the holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

The regular full-time employees shall be paid at the employee's straight-time hourly rate for eight (8) hours, for each of the holidays not worked. All employees required to actually work on any recognized paid holiday shall be allowed to either take that paid holiday off at another time with prior approval of their Supervisor or be paid two (2) times their regular hourly rate. In either case, the employer must be notified, in writing, of the employee's choice at least twenty four (24) hours in advance of the Holiday.

To be eligible for holiday pay, an employee shall work or be on approved paid leave, their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

Article 23: Reimbursable Expenses

If an employee is required to use their private transportation to fulfill their job requirements, a mileage allowance of the current figure, authorized by the Authority, shall be paid for all trips authorized by Department Heads. Parking fees, bridge-toll and toll road fees are also reimbursable. Employees shall be allowed lodging and meal expense when required to be away from their homes overnight on company business. In no event shall the reimbursable amount exceed the actual expenses.

Receipts are required for all reimbursable expenses, excluding mileage.

Article 24: Unpaid Leave

The Program Director may grant an unpaid leave of absence to an employee who needs time off for personal reasons and who has presented a written request for the leave. During the unpaid leave, an employee:

1. Receives no compensation
2. Earns no vacation or sick leave
3. Does not collect sick leave benefits
4. Does not contribute to retirement programs
5. Must reimburse the Authority for all medical insurance premiums paid while on leave, if coverage is desired to be continuous.

In order for the Authority to maintain the necessary level of function, positions vacated by employees on unpaid leave may be filled with a temporary appointment. However, the Program Director may permanently fill the vacancy when it is deemed in the best interest of the Authority and when the vacancy exceeds ninety (90) calendar days.

An employee returning from unpaid personal leave after ninety (90) days must be offered an available position for which the employee is qualified and may return to the employee's former position when the former position becomes available. In the event that a position is not available, the employee shall be deemed to have resigned from his/her position effective when the unpaid personal leave is in excess of the aforementioned period of time.

Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence where the employee works at least one-half of each pay period of the leave of absence.

Article 25: Access to Personnel Files

Employees shall have the right to, at reasonable times, inspect their personnel file. The employee may respond, provided such response shall not exceed two (2) pages to any item in the personnel file, in writing. Such response by the employee shall become part of the permanent file.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

Article 26: Severe Weather/Emergencies

When the GRRWA is not closed, all employees (including probationary employees) who are unable to report to work due to severe weather or nature caused emergencies may use earned vacation or personal days, or leave without pay as they may elect.

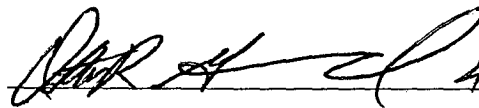
Article 27: Payday


Employees will be paid every other Friday, or the last work day prior to the Friday, if that day is a holiday, unless circumstances beyond the Employer's reasonable control prevent such payment.

Termination of Agreement

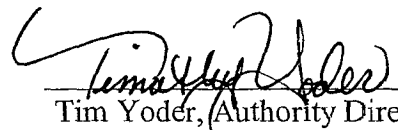
The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2005 and terminating on June 30, 2007.

FOR THE UNION

 4-21-05
date

 4-21-05
date

FOR THE GRRWA

 3-24-2005
Tim Yoder, Authority Director date

Appendix A
 Effective July 1, 2005

Range	Title	Hourly Starting Rate	Hourly Rate at Completion of Probation	Hourly Rate at Completion of One Year	Hourly Rate at Completion of Two Years	Hourly Rate at Completion of Three Years	Hourly Rate at Completion of Four Years
1	Recycling Processor	\$8.29	\$8.43	\$8.57	\$8.71	\$8.87	n/a
2	Lead Recycling Processor	\$9.57	\$9.71	\$9.85	\$9.98	\$10.13	n/a
3	Equipment Operator I	\$12.28	\$12.42	\$12.57	\$12.71	\$12.86	n/a
4	Part-time Laborer*	\$7.32	\$7.47	\$7.61	\$7.76	\$7.88	n/a
5	Scale Attendant/ Clerk I	\$9.11	\$9.57	\$10.07	\$10.56	\$11.11	\$11.65
6	Scale Attendant/ Clerk II	\$10.84	\$11.41	\$11.94	\$12.55	\$13.18	\$13.83
7	Equipment Operator II	\$13.29	\$13.62	\$14.32	\$15.01	\$15.77	\$16.55

Calendar Day Movement

